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13 Proposed Attorneys for
The Roman Catholic Archbishop of San Francisco

14
15 UNITED STATES BANKRUPTCY COURT

16 NORTHERN DISTRICT OF CALIFORNIA, SAN FRANCISCO DIVISION

17 In re: Case No. 23-30564

18 THE ROMAN CATHOLIC ARCHBISHOP
OF SAN FRANCISCO,

19 Debtor and
20 Debtor in Possession.

Case No. 23-30564

Chapter 11

21
22 **DECLARATION OF BARRON L.
WEINSTEIN IN SUPPORT OF
APPLICATION TO EMPLOY
WEINSTEIN & NUMBERS, LLP
AS INSURANCE COUNSEL UNDER
SECTION 327(e)**

23 [No Hearing Required]

25 I, Barron L. Weinstein, declare:

26 1. I am an attorney duly licensed to practice law in the State of California and a partner
27 with Weinstein & Numbers, LLP ("W&N"), proposed insurance counsel for the Roman Catholic

28

Case No. 23-30564

DECLARATION IN SUPPORT OF
APPLICATION TO EMPLOY W&N

1 Archbishop of San Francisco, the Debtor and Debtor in Possession herein (the “Debtor” or
2 “RCASF”). If called as a witness, I would and could testify competently to the matters stated
3 herein.

4 2. This declaration is submitted pursuant to Rules 2014(a) and 2016(b) of the Federal
5 Rules of Bankruptcy Procedure and Bankruptcy Code sections 327 and 329 in support of the
6 *Debtor’s Application to Employ Weinstein & Numbers, LLP* as its insurance counsel (the
7 “Application”). I have read the Application and hereby incorporate its factual statements.

8 3. The Debtor desires to employ the firm of W&N, 115 Ward Street, Larkspur, CA
9 94939, as its insurance counsel. A true and correct copy of the W&N engagement agreement is
10 attached hereto as ***Exhibit 1*** and incorporated herein by this reference. A true and correct copy of
11 further details regarding the qualifications of W&N and its attorneys may be found at W&N’s
12 website at www.mwnccov.com and in ***Exhibit 2*** hereto.

13 4. The Debtor has requested the services of W&N because the Debtor knows the firm
14 to be skilled in complex insurance disputes, including insurance coverage disputes and litigation
15 against insurance carriers and brokers in state and federal courts, and that its members have
16 substantial knowledge and experience that will enable them to perform services of special benefit
17 to the Debtor and its estate in a cost-effective manner.

18 5. W&N was originally engaged in 2019 for insurance issues related to the current
19 abuse claims litigation and has been working with the RCASF regarding its insurance coverage
20 for abuse claims since 2004. In 2004 W&N (formerly Meredith, Weinstein & Numbers) was
21 retained to represent RCASF in connection with abuse claims that were filed when the legislature
22 created a one-year window in which statutes of limitations were tolled for abuse claims. W&N,
23 through me, assisted RCASF in negotiating settlements of all the claims with funds that included
24 funds from RCASF’s insurance carriers. The current lawsuits arise from another legislatively
25 created window in which the statute of limitations was tolled for three years from 2019 through
26 2022. The current claims span the same time periods as involved in the 2004 claims and involve
27 the same insurance carriers. Accordingly, W&N has had extensive experience negotiating
28 settlements of abuse claims with the same carriers as are involved with the present claims. As a

1 result of its prepetition representation of the RCASF, W&N has acquired in-depth knowledge of
2 the Debtor's insurance coverage, which will be a key issue in the Bankruptcy Case. As such,
3 W&N possesses the necessary background to address the insurance issues and related matters that
4 may arise in the course of the Debtor's Bankruptcy Case.

5 6. Further, W&N was insurance counsel to the Roman Catholic Bishop of Stockton in
6 its chapter 11 case in 2014, which resulted in a successful exit from bankruptcy pursuant to a
7 confirmed plan in 2017. W&N also is insurance counsel to the Roman Catholic Bishop of Santa
8 Rosa in its pending chapter 11 case. Accordingly, W&N is both well qualified and uniquely able
9 to act as its special insurance counsel in this Chapter 11 case in an efficient and timely manner.

10 7. The professional services that W&N will render to the Debtor are as follows:

11 a. Analyze the liability insurance coverage which may be available to the
12 Debtor for claims pending against it, including review of policies and facts of each claim, and
13 research regarding policy provisions;

14 b. Negotiate with the carriers to obtain appropriate defense and indemnity
15 contributions for those claims; and

16 c. Assist the Debtor, its primary bankruptcy counsel, and its litigation counsel
17 in the course of the Bankruptcy Case on matters falling within W&N's expertise or special
18 knowledge.

19 8. To the best of my knowledge, information and belief, W&N (i) does not represent
20 or hold any interest adverse to the debtor or the estate with respect to the matters on which W&N
21 is to be employed as required by section 327(e) of the Bankruptcy Code as modified by section
22 1107(b), and (ii) does not have any disqualifying connections with the Debtor, its creditors, or with
23 any parties in interest, or with its attorneys and accountants, or with the office of the United States
24 Trustee, or with any person employed in the office of the United States Trustee which would
25 preclude employment. The Debtor has been informed that W&N will conduct an ongoing review
26 of its files to ensure that no disqualifying circumstances arise. If any new relevant facts or
27 relationships are discovered, W&N will supplement its disclosure to the Court.

28 9. Along with my partners, I have reviewed the list of creditors provided by the Debtor

1 and I have made reasonable inquiries of W&N's lawyers and staff to determine the nature of the
2 connections described herein. W&N has run a computerized conflict check on the list of the
3 Debtor's creditors as provided by the Debtor. I do not believe that any of W&N's current
4 representations pose an adverse interest in connection with the Bankruptcy Case or disqualify
5 W&N from representation of the Debtor as insurance counsel under section 327(e) of the
6 Bankruptcy Code.

7 10. The current identity of many of the abuse claimants is not known at this time due
8 to naming them as plaintiffs in the complaints as Doe plaintiffs. Once such information is
9 available, W&N will perform a conflict check with its computerized system and supplement its
10 disclosures, if necessary.

11 11. To the best of my knowledge, neither I nor any other attorney or employee of W&N
12 have any business or social connections with the Debtor, its creditors, its equity security holders,
13 or with any parties in interest, their respective attorneys or accountants, or with the Office of the
14 United States Trustee or any persons employed in the office of the United States Trustee, except
15 as follows:

16 a. W&N was engaged by the RCASF in 2019 to assist it in analyzing its
17 insurance coverage for abuse claims related to the latest reopening of the statute of limitations,
18 including but not limited to, assisting litigation counsel as needed in resolving claims against the
19 Diocese. W&N was engaged by the RCASF in 2004 for similar services when the statute of
20 limitations was opened previously and/or abuse claims have been made.

21 b. W&N has been contacted by and/or has represented several Dioceses and
22 orders over the years with regard to evaluating insurance coverage related to abuse claims.

23 c. The RCASF was a creditor in the bankruptcy case of the Roman Catholic
24 Bishop of Stockton, in which case W&N represented the debtor as special insurance counsel.
25 W&N did not represent the RCASF with regard to the loan that was the basis for the RCASF's
26 claim in that case.

27 d. W&N is special insurance counsel to the Roman Catholic Bishop of Santa
28 Rosa ("RCBSR") in its chapter 11 case. The RCASF is a creditor in the RCBSR case based on a

1 loan to the RCBSR in or about the year 2000, and W&N did not and has not represented the
2 RCASF or the RCBSR with regard to the loan. This connection was disclosed in the RCBSR
3 employment application as well.

4 e. W&N represents the Capuchin Franciscan Order of California as insurance
5 counsel in connection with the abuse claims made against it. Capuchin Franciscan Order of
6 California is a party to a long term lease of real property owned by the RCASF. Capuchin
7 Franciscan Order of California also is named as a co-defendant in at least one abuse lawsuit filed
8 against the RCASF. W&N has not and will not represent either the RCASF or the Capuchin
9 Franciscan Order of California with respect to the long term lease, the abuse litigation or any other
10 matter. Co-bankruptcy counsel and special litigation counsel will be employed by the RCASF in
11 this bankruptcy case, such that any such issues can be addressed by other counsel if needed.

12 f. W&N currently represents other diocesan entities and religious orders in
13 evaluating insurance coverage related to abuse claims, including entities that may be creditors of
14 RCASF. W&N has not and will not act as counsel to either the Debtor or such other entities with
15 respect to any claims against each other. Rather, W&N is employed to represent the Debtor and
16 other such entities only as special insurance coverage counsel solely to negotiate with (and
17 potentially litigate against) relevant insurance carriers in order to maximize the amount of
18 insurance available to defend and settle the claims against the Debtor and such entities. As
19 coverage counsel W&N only represents the Debtor and other institutional defendants in connection
20 with insurance coverage matters and does not participate in any dispute that may arise between
21 these parties regarding each party's role in the underlying abuse claims. Where the Debtor and
22 another party might have potentially adverse interests regarding each party's uninsured liability,
23 W&N will not participate in any communication regarding such potentially adverse interests.

24 g. The Debtor's creditors may include entities which W&N currently uses in
25 the ordinary course of its business such as Federal Express and the like.

26 12. I do not believe that any of these connections (i) present a situation where W&N
27 represents or holds any interest adverse to the Debtor or the estate with respect to the matters on
28 which W&N is to be employed as required by section 327(e) of the Bankruptcy Code as modified

1 by section 1107(b), or (ii) present a situation where W&N has any disqualifying connections with
2 the Debtor, its creditors, or with any parties in interest, or with their attorneys and accountants, or
3 with the office of the United States Trustee, or with any person employed in the office of the United
4 States Trustee which would preclude employment under section 327(e).

5 13. Weinstein has agreed to undertake this matter at the following hourly rates which
6 are below its standard hourly rates:

Name	Title	Hourly Rate
Barron L. Weinstein	Managing Partner	\$625 per hour
Kevin L. Cifarelli	Associate	\$425 per hour
Adison Marshall	Associate	\$300 per hour
Charles D. Yeo	Legal Assistant	\$200 per hour
Robert Patterson	Legal Assistant/Paralegal	\$315 per hour
Brian Carolus	Legal Assistant/Paralegal	\$315 per hour

15 14. W&N also will bill for reasonable out-of-pocket expenses such as overnight mail
16 costs, long distance telephone charges, travel expenses, recording fees, printing and reproduction
17 costs and facsimile transmission charges, subject to Court approval.

18 15. For the 90 days prior to the Petition Date, W&N received payments and advances
19 in the aggregate amount of \$416,761.50 for professional services performed and to be performed,
20 and expenses incurred and to be incurred, including professional services and expenses related to
21 the commencement and prosecution of this Bankruptcy Case. W&N holds a retainer with a
22 remaining credit balance in favor of the Debtor for professional services performed and to be
23 performed, and expenses incurred and to be incurred, in connection with the Bankruptcy Case in
24 the amount of \$136,133.00 (the "Fee Deposit").

25 16. W&N understands and has agreed that W&N hereafter will apply to the Court for
26 allowances of compensation and reimbursement of expenses in accordance with the applicable
27 provisions of the Bankruptcy Code, the Bankruptcy Rules, the Bankruptcy Local Rules, the United
28 States Bankruptcy Court Northern District of California Guidelines for Compensation and Expense

1 Reimbursement of Professionals and Trustees, effective February 19, 2014 (the “Local
2 Guidelines”), the U.S. Trustee Guidelines for Reviewing Applications for Compensation and
3 Reimbursement of Expenses Filed under 11 U.S.C. § 330 by Attorneys (the “U.S. Trustee
4 Guidelines,” and together with the Local Guidelines, the “Fee Guidelines”), and any further Orders
5 of the Court (the “Orders”) for all professional services performed and expenses incurred after the
6 Petition Date. Notwithstanding anything to the contrary contained in this Application and its
7 supporting papers, W&N agrees that the relevant provisions of the Bankruptcy Code, Bankruptcy
8 Rules, Local Rules, Local Guidelines and the Fee Guidelines will apply and prevail.

9 17. The rates set forth above are subject to annual adjustment upon 30 days’ notice to
10 the client. If at any time W&N increases the rates for its services, W&N will file a supplemental
11 affidavit with the Court describing such increases, including justification for such, and provide
12 notice of such increases to the United States Trustee and parties in interest in the Bankruptcy Case
13 in accordance with the Bankruptcy Code and Rules, or such other service as is prescribed by the
14 Court if a limited notice motion is approved.

15 18. The services W&N will provide are not duplicative of services anticipated to be
16 provided by any other professional to be employed by the Debtor. W&N is being employed for
17 the special purpose of serving as the Debtor’s Insurance Counsel. W&N is highly skilled in
18 representing policy holders in complex insurance coverage disputes. W&N is experienced in
19 representing other dioceses and religious orders in such matters involving abuse claims. Further,
20 W&N has significant experience with the Debtor and its insurance issues. W&N has worked with
21 Weintraub Tobin, the Debtor’s special counsel for corporate and litigation matters, on coverage
22 issues in connection with abuse claims in the past. However, while Weintraub Tobin is familiar
23 with insurance issues because of its role as litigation counsel for the RCASF, W&N has the special
24 expertise to assist the Debtor on complex coverage issues that are a focal point in these diocese
25 bankruptcy cases, including for purposes of mediation. Virtually all diocese cases involve special
26 insurance counsel to assist with coverage issues.

27 19. W&N understands and acknowledges that all compensation is subject to sections
28 327, 329, 330 and 331 of the Bankruptcy Code.

1 20. No promises have been received by W&N, or any partner, counsel, or associate of
2 W&N, as to payment or compensation in connection with this Bankruptcy Case other than in
3 accordance with the provisions of the Bankruptcy Code, the Bankruptcy Rules, the Bankruptcy
4 Local Rules, and the Fee Guidelines. Furthermore, W&N has no agreement with any other entity
5 to share compensation received by W&N or by such entity.

6 21. The Application requests approval of W&N's retention on rates, terms, and
7 conditions consistent with what W&N charges non-chapter 11 debtors and in other chapter 11
8 cases, namely, prompt payment of W&N's hourly rates, as adjusted from time to time, and
9 reimbursement of out-of-pocket disbursements at cost or based on formulas that approximate the
10 actual cost where the actual cost is not easily ascertainable.

11 22. The following constitutes the statement of W&N required by section 1103 of the
12 Bankruptcy Code and Rule 2014(a) of the Federal Rules of Bankruptcy Procedure and the U.S.
13 Trustee's Guidelines for Employment Applications in larger Chapter 11 cases ("UST Large Case
14 Fee Guidelines") and to answer the specific questions posed in section D.1 of the UST Large Case
15 Fee Guidelines.

16 a. Neither W&N nor any attorneys at W&N have altered their standard billing
17 rates for this engagement, or made any adjustments based upon the geographic location of the case.

18 b. W&N representation of the RCASF prior to the Petition Date was on the
19 same terms and rates as set forth in this Application, with the exception of the rate for paralegal
20 Robert Patterson, which increased by \$5.00 from \$310 per hour to \$315 per hour.

21 c. Any increase in applicable rates that may occur during the pendency of the
22 case will be disclosed in accordance with the UST Large Case Fee Guidelines.

23 23. W&N has prepared and discussed with the RCASF a proposed estimated budget
24 and a staffing plan. The RCASF has approved the staffing plan and budgets for post-petition
25 period for August through December 2023, understanding that the budgets are estimates based
26
27 ///
28 ///

1 upon the current agreed upon case strategy and information known to date.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct. Executed on September 6, 2023 at Larkspur, California.

/s/ Barron L. Weinstein
BARRON L. WEINSTEIN

Exhibit 1

Engagement Letter

**Weinstein
&
Numbers, LLP**
Attorneys at Law

Barron L. Weinstein
115 Ward Street
Larkspur, CA 94939
bweinstein@mwncov.com

415-927-6920
www.mwncov.com

July 26, 2023

Via Electronic Mail Only
carneyp@sfarch.org

Paula Carney
The Roman Catholic Archbishop of San Francisco
One Peter Yorke Way
San Francisco, California 94109

Re: Engagement Letter / The Roman Catholic Archbishop of San Francisco, A Corporation Sole: Bankruptcy Proceedings

Dear Ms. Carney:

This will confirm that The Roman Catholic Archbishop of San Francisco, a Corporation Sole (hereinafter the "Diocese") has decided to retain us for the purpose of handling insurance coverage matters in connection with the above-referenced bankruptcy proceedings. As you know, California law requires attorneys to enter into written engagement agreements with their clients and, accordingly, this letter will set out the terms of our engagement.

The basic charge for our service is based on a calculation of actual time spent multiplied by our current hourly rates. My current hourly rate is \$625, associate time is billed at \$350 to \$425, paralegal time is billed at \$315, and legal assistant time is billed at \$210 per hour. Hourly rates are reassessed at the beginning of each year to take into account inflation and the increased experience of our professional personnel. If at any time we decide to increase our rates, we understand we will need to file a supplemental

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July 26, 2023
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declaration with the bankruptcy court describing such increases and the justification therefor, and provide appropriate notice in the bankruptcy case.

In addition to hourly charges for services, our invoices include charges for certain costs we incur in providing the Diocese's legal services. These costs include delivery charges, travel, and computerized legal research. We do not bill for normal long-distance telephone charges, but we may bill for lengthy conference calls, and, in unusual circumstances, photocopying expenses. Some of these items may represent disbursements to third party vendors; large invoices from these vendors may be forwarded to the Diocese for direct payment.

Our statements for services are sent monthly. If you have any questions or comments concerning any invoice, please call me immediately. We understand that compensation and payment of our fees and costs will be subject to bankruptcy court approval and the Bankruptcy Code, Bankruptcy Rules, Local Rules, and United States Trustee Fee Guidelines.

We request that you provide a retainer of \$150,000. It is understood and agreed that the fees and costs for our services will be deducted from the retainer. If the retainer balance reaches \$500, you may be asked to submit an additional retainer. Your retainer fee will be deposited in an interest-bearing client trust account. By state law, the interest it earns is paid to the California State Bar Association and is used to fund programs for legal services to indigent persons. Neither of us is entitled to collect the interest. Any unused portion of the retainer will be returned to you, without interest, at the end of our engagement.

Our representation in this matter will be limited to analyzing the liability insurance coverage which may be available to The Roman Catholic Bishop of Santa Rosa for claims pending against it, and negotiating with the carriers to obtain appropriate defense and indemnity contributions for those claims. It is clearly understood that we are not representing any party in the defense of the underlying claims.

We are required by the California Business and Professions Code to disclose that we carry professional liability insurance applicable to the services to be rendered pursuant to this agreement.

The Diocese has the right to terminate our services at any time. We have the same right, provided we give the Diocese a reasonable time to obtain alternative representation. In the event we seek to terminate this engagement during the bankruptcy case, withdrawal will be subject to bankruptcy court approval.

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July 26, 2023
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If you have any questions or concerns at any time about our charges, procedures, or services, please do not hesitate to call me. If the terms outlined in this engagement letter are satisfactory, please sign this letter and return it to me.

We look forward to working with you on this new matter.

Very truly yours,



Barron L. Weinstein

BLW:cdy

cc: Paul J. Pascuzzi
ppascuzzi@ffwplaw.com

I have read the foregoing letter and agree to the terms stated.

The Roman Catholic Archbishop of San Francisco,
A Corporation Sole

Date: 8-3-2023

By: Paula F. Carney
Paula Carney, General Counsel


Rev. PATRICK J. SUMMERS

Exhibit 2

Qualifications



WEINSTEIN & NUMBERS, LLP

Attorneys at Law

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Weinstein & Numbers, LLP is an insurance coverage specialty firm located just north of San Francisco in Larkspur, California. The firm handles insurance coverage matters and only represents insureds, not insurers. Maintaining this division is critical in order to avoid conflicts of interest that limit the ability of carrier coverage firms to represent their insured clients' interests against carriers.

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BARRON L. WEINSTEIN Insurance Coverage

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WEINSTEIN & NUMBERS, LLP

Attorneys at Law

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Professional Experience

Barron L. Weinstein is a partner in the firm of Weinstein & Numbers, LLP located in Larkspur, California just north of San Francisco. Mr. Weinstein's practice focuses exclusively on representing insureds in complex insurance disputes, including litigation against insurance carriers and brokers in state and federal courts. Throughout his 40-year career, he has handled a wide variety of first and third party insurance coverage cases and has lectured and published on insurance coverage topics for numerous bar associations and legal organizations.

Mr. Weinstein began his practice in the field of insurance coverage in 1978 at the San Francisco firm of Farella, Braun & Martel. In 1982, Mr. Weinstein began the firm of Weinstein & Buffington, where he continued his commercial litigation practice with an emphasis on insurance coverage. In 1988, Mr. Weinstein joined the office of the San Francisco City Attorney where he served as Chief of Complex Litigation, supervising a team of 15 trial attorneys in complex litigation matters. At the City Attorney's Office, Mr. Weinstein personally tried and argued on appeal complex litigation cases in both state and federal courts.

Mr. Weinstein received his J.D. in 1975 from The University of California, Hastings College of the Law. He is a fellow in the American College of Coverage Counsel. He also has been rated "AV Preeminent" by Martindale-Hubbell for 35 years and has been selected for inclusion in the Northern California Super Lawyers list in the field of insurance coverage each year since 2010. In 2016, he was selected for the 2016 Super Lawyers' list of Top 100 Lawyers in Northern California for all areas of practice.

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